

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

CYBERFONE SYSTEMS, LLC,

Plaintiff,

v.

NEC CASIO MOBILE COMMUNICATIONS,  
LTD., ET AL.,

Defendants.

C.A. No. 11-827 (SLR)

**STIPULATED MOTION FOR DISMISSAL WITH PREJUDICE**

Plaintiff, Cyberfone Systems, LLC and defendant NEC Casio Mobile Communications, Ltd., pursuant to Fed. R. Civ. P. 41(a)(2) and (c), hereby move for an order dismissing all claims and counterclaims in this action WITH PREJUDICE, subject to the terms of that certain agreement entitled “**SETTLEMENT AGREEMENT**” and dated March 16, 2012, with each party to bear its own costs, expenses and attorneys’ fees.

BAYARD, P.A.

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**ORDER OF DISMISSAL WITH PREJUDICE**

CAME ON THIS DAY for consideration of the Stipulated Motion for Dismissal With Prejudice of all claims and counterclaims asserted between plaintiff, Cyberfone Systems, LLC, and defendant, NEC Casio Mobile Communications, Ltd., in this case, and the Court being of the opinion that said motion should be GRANTED, it is hereby

ORDERED, ADJUDGED AND DECREED that all claims and counterclaims asserted in this suit between plaintiff, Cyberfone Systems, LLC, and defendant, NEC Casio Mobile Communications, Ltd. are hereby dismissed with prejudice, subject to the terms of that certain agreement entitled “**SETTLEMENT AGREEMENT**” and dated March 16, 2012.

It is further ORDERED that all attorneys’ fees and costs are to be borne by the party that incurred them.

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The Honorable Sue L. Robinson  
United States District Judge